



**General Services Administration
Public Buildings Service
Office of Acquisition (OA)**

**Statement of Work
Acquisition Support Professional Services**

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Acquisition Support

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DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

Introduction

This is a Performance Based Service Contract and the success of the Contract depends on the satisfaction of the requirements, but also the satisfaction of our shared customer. Rather than a mere list of activities, this is a written expression of the GSA's expectation of the service to be performed by the Contractor. A higher level of effective communication between the Government and Contractor is essential for partnering and performance based service contract to succeed. The success of this Contract is shared between the Government and the Contractor.

More emphasis is placed on the Contractor's self-management of quality, not the usual external inspection by Government Inspectors, although that is a part of this Contract as well. All parties should act proactively to reduce service cost, therein providing an incentive for the Contractor.

The Contractor, through innovation, technology, or other means, shall perform the required acquisition support services as outlined in this PBSOW.

The purpose of partnering is to adopt procedures wherein the Contract and Government work together in achieving Contract objectives. Partnering involves the development of a cooperative management team that seeks to identify compatible interests, and common goals and objectives.

This is a fixed-price Contract and while working with the Government in obtaining goals the Contractor is motivated to find improved methods of performance in order to increase its profits. Results of an effective partnership should reflect a "mutual win" situation.

1.0 SCOPE OF WORK

The Contractor shall provide management, supervision, and labor, for the efficient, effective, economical, and satisfactory acquisition support for GSA Office of Acquisition Management.

1.1 Contract Specialist IV

Assists GSA Contracting Officers in performing the following:

Contractor shall consult with and support internal and external customers, providing technical guidance and advice on contracting matters in a professional, courteous and timely manner. Through regular phone calls or site visits, keeps customers apprised of project status and procurement issues, advising them when schedules or estimate delivery dates change.

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Review requests for the procurement of complex equipment, systems, services and/or construction. Analyzes the requirement, recommends revisions to the statement of work or specifications and decides on the type of contract, milestones, and procurement plan. Reviews justifications for sole source and other required clearances and prepares documentation.

Prepares solicitation documents, incorporating specialized provisions, such as cost accounting standards, requirements for technical proposals with appropriate weighting factors, cost escalation factors, socioeconomic programs, etc. Analyzes specifications to ensure their adequacy and recommends revisions, identifying exceptions or changes needed in standard contract provisions to accommodate unique circumstances. Develops special clauses and provisions for unique procurements for which there is no precedent. Solicits proposals from prospective contractors. Determines procurements to be awarded under the Small Business Administration's (SBA) Section 8(a) program and other socioeconomic programs.

Evaluates technical bids or offers for responsiveness to and conformance with the solicitation. Performing cost or price proposal analyses; reviews cost breakdowns, direct and indirect costs; identifies costs which are allowable and allocable; determines the necessity for, pre-award financial or physical plant surveys to establish contractor responsibility; and obtains audits and pricing reports. Establishes competitive range for negotiations based on cost or price analysis, technical audit findings and the expected proficiency of the contractor.

Depending on the procurement, coordinates the establishment of a technical evaluation committee or source selection evaluation board to determine acceptability of technical proposals. Oversees the evaluation process to ensure decisions are made in accordance with the source selection plan. Reconciles problems or differences between board members and prepares or oversees the board's evaluation reports.

Conducts discussions and negotiations with contractors. Obtains required pre-award approvals. Recommends awards on contracts to higher level contracting authorities. Responds to inquiries, including formal protest, congressional inquiries, and Freedom of Information Act request.

Conducts post-award and contractual termination responsibilities, including initial briefings with the contractor to ensure full understanding of the terms of the contract, as well as the handling of contract modifications, noncompliance and performance problems and termination processes. Ensures compliance with contractual terms; monitors and assesses ongoing contractor performance, initiating corrective action; resolves disputes and other problems concerning obligations of either the Government or the contractor; and negotiates and executes contract modifications, e.g., for cost changes, price adjustments, and progress, partial and final payments, delivery and progress schedule changes, etc. Monitors contracts to ensure timely completion of required actions, such as the exercise of contract options.

1.3 Contractor Responsibilities

The Contractor Shall:

- a. Be responsible to provide high performing, properly trained personnel to prepare quality contractual documents in accordance with established procurement and acquisition lead times.
- b. Provide high performing, properly trained personnel to use innovation and technology to develop contractual documents.
- c. Implement an effective Quality Control Plan (QCP).
- d. Keep the Contracting Officer (CO) or designee informed of current status of the work being performed, provide work schedules, and replacement staff as needed, and provide other pertinent information needed by the CO or designee.

2.0 Definitions

2.1 Acceptance

“Acceptance” means an authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements.

2.2 Acts of God

These are unanticipated grave natural disasters or other natural phenomenon of an exceptional, inevitable, and irresistible character; the effects of which could not have been prevented or avoided by the exercise of due care or foresight.

2.3 Approval

“Approval” means the Government has reviewed submittals, deliverables, and administrative documents (e.g., insurance certificates, etc.) and has determined the documents conform to contract requirements.

2.4 Basic Services

The Basic Services of the contract consist of the recurring contract requirements for which the Contractor is paid as a base price, i.e., the requirements established by the contract statement of work and related general and administrative requirements that do not contain provisions for separate reimbursement.

2.5 Contracting Officer (CO)

Contracting Officer (CO) has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to authorized Government representatives.

2.6 Contracting Officer's Representative (COR) or Designee

Contracting Officer's Representatives (COR) or their designee shall be appointed by letter from the CO. CORs or designees will be the primary Government representatives for the administration of Contract, shall have proper training and experience in inspecting contracts, but will not have the authority to modify the contract.

2.7 Contractor

"Contractor" as used in this document refers to the company or firm awarded this contract.

2.8 Federal Holidays

"Federal holidays" for the purposes of this contract are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. When Federal holidays fall on weekends, a weekday is typically designated as the holiday. Holidays that fall on Saturday are observed on the previous Friday and holidays that fall on a Sunday are observed on the following Monday. Veterans' Day is always on the 11th of November and Thanksgiving is always the 3rd Thursday of November.

2.9 Federal Executive Holidays, Unanticipated

Unanticipated holidays declared by the president will count as Federal holidays. As long as the Contractor pays employees as if it were an anticipated Federal holiday, the Contractor will be paid for the unanticipated holiday as if it were a normal Federal Holiday.

2.10 Modification of Contract

Modification is a bilateral or unilateral change in the terms of a contract.

2.11 Monthly Progress Report

A progress report prepared monthly that itemizes all current incomplete work, summarizes work completed during the month, and itemizes issues under investigation.

2.12 Negligence

“Negligence” is the failure to use due care under the circumstances. It is the doing of some act which a person of ordinary prudence would not have done under similar circumstances or failure to do what a person of ordinary prudence would have done under similar circumstances.

2.13 Normal Working Hours

“Normal working hours” is the hours of building operations under most circumstances when all services shall be provided to all occupants.

2.14 Performance Based Service Contracting

The procurement strategy that seeks to issue technical requirements that set forth outcomes for performance instead of specific requirements on how to perform the service. This strategy shifts the risk of performance to the Contractor by allowing the Contractor to design the methods of achieving desired results as defined by the performance quality standards established by the Government.

2.15 Performance Work Statement (PWS)

The Performance Work Statement details the work requirement and can be referred to as the specification.

2.16 Quality Assurance Surveillance Plan (QASP)

The QASP is the Government’s surveillance method of monitoring and evaluating the Contractor's performance under a Performance Based Statement of Work (PBSOW).

2.17 Quality Control Plan (QCP)

The “quality control plan” (QCP), is the Contractor’s complete written system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. Preparation of this document is the responsibility of the Contractor.

2.18 Place of Performance

Work shall be performed at the GSA headquarters, 1800 F Street, NW, Washington, DC, and/or according to the GSA established Telework policies.

3.0 Startup Phase/Transition Phase

3.1 Transition Phase Startup

The Contractor shall provide 30 days of transition startup services prior to the Contract start date to assist transitioning between Contractors. The purpose of this phase is to permit a transition that is seamless to the business line. During this period the Contractor shall submit a transition report outlining the Contractor's plan for transitioning new employees under the contract or whether existing employees will remain and hired under the new contract resulting from this solicitation.

3.2 Start up Phase Schedule

Within the 10 days of the startup phase the Contractor shall submit a schedule and staffing plan for the startup phase. This plan shall describe, by week, work to be accomplished. At the end of each week during the startup phase the Contractor shall submit a letter report describing work accomplished.

4.0 Phase-out Transition Period

When the Contract ends, the Contractor shall cooperate with the incoming Contractor during a phase-out period. For planning purposes, the Contractor shall assume a phase-out period of 30 days. This Phase-out Transition Period shall apply even in cases where the Government terminates the Contract, whether by default or convenience. During this phase-out period, the Contractor shall:

- a. Assist the CO or their designee and incoming Contractor for a seamless transition in operations and maintenance with no adverse effect on the tenant business line;
- b. Provide GSA and the successor Contractor with access to all records and official documentation (both hard copies and electronic as applicable) required by this Contract;
- c. On the last performance day of the Contract, the Contractor shall turn over to the CO or their designee all keys and identification badges or cards.
- d. Provide all data records (database files, spreadsheets, etc.) relating to work activities to GSA. GSA owns all data compiled under this Contract or ancillary to this Contract.

5.0 Deficiency List Completion and Withholding Of Final Payment

The Government may create a deficiency list of unmet Contractual requirements at or near the time of termination of the Contract. The Government may employ the services of another Contractor in the development of the list and upon completion provide the Contractor with a copy of work not completed, to include the monetary value the Government has assigned for each item. The Government retains sole discretion over whether to charge the Contractor for the monetary value of the list in whole or in part or

to request corrections by the Contractor. If the Government elects to request corrections by the Contractor, the Contractor shall have until the end of the Contract period to perform such corrections and may invoice for funds withheld on acceptance of the corrections by the Government.

If the Government elects to request corrections by the Contractor, the Contractor shall have 30 calendar days to perform such corrections, and may invoice for funds withheld on Acceptance of the corrections by the Government.

Nothing in this Section shall be construed to limit the Contractor's liability or restrict the Government from reporting unsatisfactory or problematic performance by the Contractor.

6.0 General and Administrative Requirements

6.1 Minimum staffing and ability to contact and communicate with the CO or designee

The Contractor shall:

- a. Provide qualified, staff to ensure services are performed timely and seamlessly to the business line.
 - (1) Contract Specialist IV – The person who is considered to be a subject matter expert on federal contract policies, rules and regulations. They will provide acquisition guidance to business lines within the Public Buildings Service for the development of program requirements, which will be executed through nationwide contract vehicles.
- b. The Contractor, within 10 days after contract start, shall provide the CO or their designee a list of key personnel who will be working under contract along with primary and emergency contact information.
- c. The Contractor shall submit resumes for new employees 10 days prior to the start of their work under the contract.

6.2 Communication Equipment

The Contractor shall provide key personnel with portable electronic means to communicate with GSA for emergencies, status of projects, etc. Electronic communication methods may include the following:

- a. Phone/Text messaging devices. The Contractor is responsible for all costs associated with the text messaging device. Examples are two-way pagers, cell phones with text messaging, BlackBerry, etc.

6.3 Onsite Records

The Contractor shall ensure that all records required by the Contract, or produced in performance of work under the Contract, are maintained in an organized manner onsite in electronic format and are made available to the Government when requested. The Contractor shall receive, maintain and gather data, as well as other materials, related to the performance of duties under this contract. The Government retains ownership of all databases, information, and other materials received or developed by the Contractor in support of this Contract at all times.

6.4 Quality Control Program

A Quality Control Plan (QCP) shall be developed and submitted for approval to the CO or their designee within 30 days after the start of the Contract. Upon approval, the Contractor shall implement the QCP to ensure Contract compliance. An acceptable QCP shall include, at a minimum, inspections by offsite contractor personnel. The system of checklists, inspection methodology, and frequencies shall be documented by the Contractor. The Contractor shall maintain a Local file of all quality control inspections conducted by the Contractor, including the corrective actions taken and submit copies of quality control inspections monthly in the Monthly Progress Report. All documentation shall be made available to the Government upon request during the term of the Contract.

6.5 Government Quality Assurance Surveillance Program

The Government may inspect the Contractor using a quality assurance program through random inspections, scheduled inspections, or any other method of inspection that the Government determines reflects the actual successful performance of this Contract. As part of the Government's quality assurance program, the Government may:

- a. Review and, if warranted, reject any reports or other submittals required from the Contractor.
- b. Determine the adequacy of the Contractor's quality control program and documentation and the overall success of this program. The Government may order improvements if it determines the programs are insufficient or ineffective.
- c. Conduct random and routine physical inspections of project files maintained on computers and Contractor and work areas, and require correction of deficiencies noted.

6.5.1 Contract Performance

Contractor performance will be evaluated on the basis of the performance success or deficiencies, success or failure in meeting other Contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions will

be noted, a record of significant performance deficiencies may lead to a performance evaluation that is less than satisfactory even if the Contractor takes corrective action.

6.5.2 Methods

The use or nonuse of any quality assurance methods by the Government will not constitute a waiver of or excuse from Contract requirements. The Government may implement or change quality assurance measures at any time during the term of the Contract.

6.5.3 Records and Files

All records and files that this Contract requires the Contractor to maintain shall be made readily accessible to Government representatives, including third party Contract inspectors, on request. All records and files utilized or generated during the course of the Contract by the Contractor, shall become the property of the Government (this excludes employee personnel files and company financial information).

6.5.4 Cooperation – Inspections

The Contractor shall instruct all onsite personnel to cooperate with the Government or third party Contract inspector requests for records access and information. This includes answering honestly and comprehensively all questions related to performance of work.

6.5.5 CPARS

GSA uses the CPARS or similar performance measuring system to formally evaluate the Contractors performance. Evaluations are generally conducted annually or more frequently on or about the anniversary date of the Contract and also at the end of the Contract period.

7.0 Monthly Progress Reports

The Contractor shall develop a monthly progress report and submit it to the COR and CO no later than the 5th day of the following month. The contents of the report shall include the following issues:

- a. The progress of acquisitions being performed;
- b. The number of contracts closeouts in process;
- c. The number of contract closeouts completed;
- d. The progress of Agency reporting, clause maintenance and template development;

- e. Describe any recent or planned changes in contract personnel, including anticipated dates where substitutions will be required due to vacation or other extended personal leave required by contractor personnel.

8.0 Performance Review Meetings

The Contractor shall meet with the CO or their designee, at the discretion of the CO or designee, to review Contract performance monthly after receipt by the Government of the Monthly Progress Report.

9.0 Protection and Damage

The Contractor shall make reasonable efforts to assist the Government to prevent hazardous conditions and property damage. The Contractor shall promptly report such conditions or activities to the CO or their designee and to security personnel. The Contractor shall protect Government property, buildings, materials, equipment, supplies, records, and data within the Contractor's control against unauthorized access, loss, or damage.

10.0 Negligence

The Contractor shall provide all labor, materials and equipment necessary for the protection of Government personnel, equipment, furnishings, buildings, and facility accessories caused by the Contractor's negligence. Any items damaged due to work performed by the Contractor or subcontractor working for the Contractor shall be repaired or replaced to its original condition and finish at no additional cost to the Government.

11.0 Submittals Chart (Contractor Deliverables)

DELIVERABLE	REF	DELIVERABLE DUE	Due Date	Rec'd
Startup/Transition Phase	C.3.1	30 Days prior to Contract start date.		
Phase In Schedule	C.3.2	10 Days prior to Contract start date.		
Phase Out Transition	C.4.1	On the last performance day of the Contract, Contractor must turn over keys and identification badges or cards.		

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List of key personnel and emergency contact information, which may include subcontractor contacts as applicable.	C.4.1	The Contractor must develop and submit to the CO within <u>10</u> days after the Contract award.		
Submission of resumes for new employees.	C.4.1	The Contractor must submit resumes for all personnel prior to personnel beginning work.		
Quality Control Program.	C.6.4	Develop and submit for approval <u>30</u> days after contract start date.		

12.0 Criteria for Non-Compliance events

The Contractor agrees that the Non-Compliance Table below represents deductions that are reasonable estimates of the damage suffered by the Government for each specified non-compliance event. If the Contractor fails to meet any of the non-compliance events, the Contractor shall be subject to deductions in amount set forth in the Non-Compliance Table. The deductions listed below are not the Government's exclusive remedy. Rather, the deductions are in addition to any other damages that results from an event of non-compliance.

<u>Non-Compliance Event</u>	<u>Ref</u>	<u>Monitoring Period</u>	<u>Deduction for Non-Compliance</u>
Failure to provide required contract deliverables, schedules, reports, programs or records specified throughout the contract specification.	Section C	Daily	All payments due may be withheld until the deliverable, schedule, etc. has been submitted and approved by the CO or COR. Alternatively, the CO may deduct \$100 per day for late each deliverable.
Failure to have sufficient personnel to adequately and/or timely perform required work in accordance with this solicitation/contract.	4.1	Daily	Deduction(s) will be made per each hour using the Contractor bid rate of the missing support service personnel, and/or other personnel.